



**Purchasing Division
221 East Main Street
Leander, Texas 78664-5299**
www.leandertx.gov

Solicitation #S14-014

REQUEST FOR PROPOSAL LEASE OF GOLF CARTS

Responses Due: April 25, 2014

CITY OF LEANDER
REQUEST FOR PROPOSAL
LEASE OF GOLF CARTS

PART I

GENERAL

1. **PURPOSE:** The Crystal Falls Golf Course, under the ownership and operation of the City of Leander, herein after "City", seeks an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to provide eighty (80) golf carts, one (1) beverage cart, two (2) utility carts and one (1) a range cart for a lease period of 36 months or 48 months commencing on June 11, 2014. New vehicles, model years 2013, 2014 or 2015 are acceptable.

Respondent warrants and agrees that all vehicles supplied hereunder shall be NEW and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained at <http://www.leandertx.gov/finance/page/purchasing>.

2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <http://www.leandertx.gov/finance/page/purchasing>.
4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

5. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

- 5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity specified herein.
- 5.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within the **United States**.
- 5.3. Respondent warrants and agrees that all materials supplied herein shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and requirements of Underwriters Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and requirements, and agrees upon request, to furnish the City a certificate of compliance upon request.
6. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - 6.1. Purchase price;
 - 6.2. Reputation of Respondent and of Respondent's goods and services;
 - 6.3. Quality of the Respondent's goods and services;
 - 6.4. The extent to which the goods and services meet the City's needs;
 - 6.5. Respondent's past relationship with the City;
 - 6.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 6.7. Any relevant criteria specifically listed in the solicitation.
7. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

7.1. Price	50 Points
7.2. Meets city's needs	40 Points
7.3. Responsibility of respondent	10 Points

Respondents may be required to make an oral presentation or allow a demonstration of their product by the selection team for further evaluation of the proposed vehicles.

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.
8. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 8.1. The lease term of the resulting agreement shall be three (3) or four (4) consecutive twelve (12) month periods from the effective date.
 - 8.2. The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
9. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.

10. **AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
11. **ACCEPTANCE**: Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods or services provided are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
12. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
14. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)**: Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|---|-----------------------|
| 1.1. Solicitation released | April 10, 2014 |
| 1.2. Deadline for questions | April 18, 2014 |
| 1.3. City responses to all questions or addendums | April 21, 2014 |
| 1.4. Responses for solicitation due by 3:00 PM | April 25, 2014 |

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**City of Leander
Purchasing Department
221 E. Main Street
Leander, Texas 78664-5299**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:

- 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Provide City contact(s) information for implementation of agreement.
 - 5.2. Identify specific milestones to meet objectives.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** Respondent shall provide eighty (80) golf carts, one (1) beverage cart, two (2) utility carts and one (1) range cart for a lease period of 36 months or 48 months commencing on June 11, 2014. New vehicles, model years **2013, 2014 or 2015 are acceptable** with gasoline engines.
2. **LOCATION:** All vehicles shall be delivered to and will be stored at the Crystal Falls Golf Course located at:
3400 Crystal Falls Pkwy, Leander, TX 78646
3. **GOLF CART SPECIFICATIONS:** At a minimum golf carts shall provide:
 - 3.1. Four (4) wheels;
 - 3.2. Two (2) club holders;
 - 3.3. Full sun canopy;
 - 3.4. Single cylinder gasoline engine;
 - 3.4.1. 4-cylcle or industry standard;
 - 3.4.2. Air cooled, four (4) stroke;
 - 3.4.3. Overhead valve type;
 - 3.4.4. Eight (8) horsepower minimum;
 - 3.4.5. Automatic transmission;
 - 3.5. Single speed, both forward and reverse, with an automatic/friction clutch;
 - 3.6. Transmission shall have a neutral lockout;

- 3.7. 12-volt electrical system;
- 3.8. 12 volt battery; which will be warranted for the full term of the lease;
- 3.9. Transistor Controlled Ignition (TCI);
- 3.10. Reverse warning buzzer;
- 3.11. Electric ignition with an RPM meter;
- 3.12. Use regular unleaded fuel with an octane of 87;
- 3.13. Minimum six (6) gallon fuel tank;
- 3.14. Fully welded steel or aluminum frame;
- 3.15. Guard under the engine to protect the engine and other drive train components from impact with surface objects;
- 3.16. Body made of high impact polypropylene or armor flex polymer type material with impregnated color;
- 3.17. Front, rear, and side protection bumpers and rub rails;
- 3.18. Dual mechanical drum brakes;
- 3.19. Brakes shall:
 - 3.19.1. Be self-adjusting;
 - 3.19.2. Be self-equalizing;
 - 3.19.3. Be contact drum type on both rear wheels;
 - 3.19.4. Have cast iron drums and replaceable linings;
 - 3.19.5. Have foot-operated brake pedal;
 - 3.19.6. Have automatic release parking brake that is integral with the accelerator pedal;
- 3.20. Four (4) lugs made of steel;
- 3.21. Hydraulic shock suspension;
- 3.22. Independent front suspension with coil-over shocks or leaf spring type suspension with shock absorbers;
- 3.23. Independent unit swing type with coil-over shocks or leaf spring type suspension with shock absorbers;
- 3.24. Engine and gear selection controls shall be located upon the front engine bulkhead between the occupant seating;
- 3.25. Numbering by stickers or silk screening;
- 3.26. Ability to be towed;
- 3.27. Self adjusting rack and pinion steering;
- 3.28. Full round shaft mounted steering wheel;
- 3.29. Foot-operated accelerator control pedals;
- 3.30. User conveniences such as:
 - 3.30.1. Sweater basket;
 - 3.30.2. Four (4) drink holders;
 - 3.30.3. Ball and tee holders;
 - 3.30.4. Side seat hand rails;

- 3.30.5. Clipboard and pencil holder that are integral with the steering wheel;
- 3.30.6. Information card holder
- 3.31. Ability to install a GPS bracket (provided by the City)
- 4. **UTILITY CART SPECIFICATIONS:** Utility carts shall provide, at a minimum:
 - 4.1. 10 hp 4-stroke gasoline engine;
 - 4.2. 48 Volt Motor;
 - 4.3. Canopy;
 - 4.4. Aluminum box with latch tailgate on rear;
- 5. **BEVERAGE CARD SPECIFICATIONS:** Beverage cart shall provide, at a minimum:
 - 5.1. Cash box;
 - 5.2. Hot and cold food storage;
 - 5.3. Display cabinet;
 - 5.4. Cup dispenser;
 - 5.5. Trash can;
 - 5.6. Menu Board;
 - 5.7. Two-seat capacity;
 - 5.8. 15 mph speed;
 - 5.9. Windshield;
 - 5.10. Gasoline engine;
 - 5.11. Fuel Gauge;
 - 5.12. Taillights;
 - 5.13. Horn;
 - 5.14. Canopy.
- 6. **MAKE READY AND DELIVERY:** Delivery shall be scheduled in coordinate with City's ability to inspect EACH vehicle for make ready compliance and sign-off. Vehicles shall be left with City unless it passes make ready inspection.

Upon delivery successful respondent shall provide two (2) operator manuals, two (2) parts manual and two (2) shop manuals for each vehicle type. Vehicles shall be delivered properly prepared, serviced, cleaned, and in optimum operating condition. Pre-delivery and make ready service at a minimum shall include the following:

 - 6.1. Complete lubrication;
 - 6.2. All fluids at recommended levels;
 - 6.3. Engines properly tuned and adjusted to manufacturer's specifications;
 - 6.4. Tires inflated to required pressures;
 - 6.5. All accessories, controls, gauges, lights and mechanical devices in optimum operational condition;
 - 6.6. Cleaning as required with the removal of all pre-delivery tags, decals, coverings, coatings and packing;
 - 6.7. Adequate fuel (1 gallon minimum) to provide for loading/unloading.

7. **WARRANTY:** All components of vehicles shall be warranted for the life of the lease **to include batteries.**

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and one (1) copy**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1 **Title Page** (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2 **Letter of Transmittal** (1 page) – Identify the services for which solicitation has been prepared.

1.2.1 Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.

1.2.2 Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.

1.2.3 The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3 **Table of Contents** (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4 **References and Experience** – Provide detailed information on experience with providing similar services as described in the Scope of Work.

1.4.1 Respondent shall provide a representative client list utilizing services within the past two years of a scale and complexity similar to the services being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name, telephone and **E-MAIL ADDRESS**. Include a brief overview of each client with, at a minimum, a short description of the services provided.

TAB #4

- 1.5 **Business Information** – Respondent shall provide information on size and business history of the company.

TAB #5

1.6 Proposed Vehicles – Respondent shall provide complete specifications on proposed golf carts, beverage cart and utility carts. Specifications shall include brochures, photos and warranty information.

TAB #6

1.7 Cost Proposal – Respondent shall include a cost proposal to provide eighty (80) golf carts, one (1) beverage cart, two (2) utility carts and one (1) range cart for a lease period of 36 months or 48 months commencing on June 11, 2014. **Cost proposal shall show both lease and lease purchase terms.**

1.7.1 Range cart shall be shown as separate line item with lease and purchase terms.

1.7.2 Cost proposal shall also define delivery time of all vehicles to the Crystal Falls Golf Course no sooner than June 11, 2014.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.